

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of January 15, 1974, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation of Maryland (hereinafter called the Trustee), and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of Virginia, and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation of Kentucky (which two companies operate, among other lines of railroad, the line known as "Clinchfield Railroad Company" (hereinafter called Clinchfield), leased from Carolina, Clinchfield and Ohio Railway and Carolina, Clinchfield and Ohio Railway of South Carolina, and which first two named railroad companies are hereinafter collectively called the Companies), supplementing, modifying and amending that certain Agreement (hereinafter called the Agreement), dated as of November 15, 1972, between Trustee and the Companies;

W I T N E S S E T H:

THAT WHEREAS, the Agreement created the Clinchfield Railroad Equipment Trust, Series I, under which the equipment described in Article III of the Agreement was sold, assigned, transferred and set over by the Companies to the Trustee and leased by the Trustee to the Companies; and

WHEREAS, the said Article III provides for other equipment procured for the transportation services of the Companies to be purchased or constructed for the Companies and transferred to the Trustee in addition to or in substitution for any of the equipment specifically described therein, such other equipment to be included as part of the trust equipment and subject to all the terms and conditions of the Agreement pursuant to Article IV thereof; and

WHEREAS, it has been deemed desirable to procure and include in the Trust other equipment, all of the right, title and interest under the contract entered into by the Clinchfield for the purchase thereof having been assigned by the Companies to the Trustee, and which equipment heretofore has been assigned by the Companies to the Trustee for substitution under the Trust; and

WHEREAS, the Companies have been duly authorized by resolutions adopted by their respective Boards of Directors to execute and carry out this Supplemental Agreement;

6793-Q
RECORDATION NO. _____ Filed & Recorded

APR 29 1974 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

NOW, THEREFORE, in consideration of the covenants herein and the further sum of One Dollar (\$1.00) to it paid by the Companies, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, the Trustee has let and leased and does hereby let and lease to the Companies for the term of fifteen (15) years from and after November 15, 1972, unless sooner terminated as provided in the Agreement, the following described other equipment constituting a part of the Trust Equipment of Clinchfield Railroad Equipment Trust, Series I, to wit:

One (1) 100-ton coal hopper car bearing
road No. CRR 56999

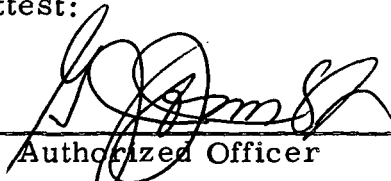
The Companies hereby certify to the Trustee that the estimated total cost of the above-described other equipment is not less than Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00), that such equipment is standard gauge railroad equipment (other than passenger or work equipment), that the class, type, material and construction of equipment are approved by the Companies, and that such equipment is to be purchased by the Trustee free from any liens.

As and when the above-described other equipment shall be transferred, sold, assigned or set over and delivered to the Trustee under the Agreement and marked in accordance with the provisions of said Article IV, the same shall be delivered to the Companies and shall, upon such delivery to the Companies, ipso facto, and without further instrument of lease or transfer, pass under and become subject to all the terms and provisions of the Agreement and be deemed a portion of the Trust Equipment leased to the Companies under the Agreement as provided in said Article IV.

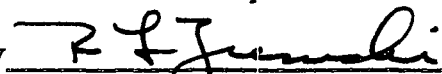
In order to facilitate the filing and recording of this Supplemental Agreement in accordance with Article VI of the Agreement, the same may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting in accordance with the terms and conditions of the Agreement, have caused these presents to be duly executed as of the day and year first above written.


Attest:


Authorized Officer

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, Trustee

By 
Vice President

Attest:


Assistant Secretary

SEABOARD COAST LINE RAILROAD
COMPANY

By 
Vice President and Treasurer

Attest:


Assistant Secretary

LOUISVILLE AND NASHVILLE
RAILROAD COMPANY

By 
Vice President, Secretary and Treasurer

STATE OF MARYLAND)

(SS

CITY OF BALTIMORE)

On this *25th* day of *March*, 1974, before me personally appeared ROBERT F. ZIEMSKI, to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires *7-1-74*.

[Notarial Seal]

Dorothy E. Scharf

Notary Public

DOROTHY E. SCHARF
NOTARY PUBLIC
My Commission Expires: July 1, 1974

STATE OF VIRGINIA)

(SS

CITY OF RICHMOND)

On this *15th* day of *FEBRUARY*, 1974, before me personally appeared LEONARD G. ANDERSON, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of Seaboard Coast Line Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires *JUL 12 1974*

[Notarial Seal]

J. H. Chapman

Notary Public

COMMONWEALTH OF KENTUCKY)

COUNTY OF

Jefferson

SS

On this *15th* day of *January*, 1974, before me personally appeared C. HAYDEN EDWARDS, to me personally known, who, being by me duly sworn, says that he is Vice President, Secretary and Treasurer of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires

June 15, 1977.

[Notarial Seal]

Janet H. Blaine
Notary Public